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RECENT CASES.

Action against Elevated Railroad—Damages Reserved.—*Shepard v. Metropolitan El. Ry. Co.*, 31 N. Y. Supp. 537. The Western Union Telegraph Company made a conveyance of land, reserving the right of action against an elevated railroad company for damages to the property conveyed. The grantee brought suit for such damages, and the grantor sought to be made a party to the action. *Held*, that such reservation imposed no trust duty upon the grantee, as no portion of the principal estate to which the easement could appertain was retained by the grantor, and the right of action accompanies the easement.

Champertous Contract—Damages for Breach of Same—Public Policy.—*Lyon v. Hussey*, 31 N. Y. Sup. 281 (N. Y.). An agreement made between two parties, by which one of them is to employ counsel to furnish money for carrying on the suit and to procure evidence to establish the other's claim, in consideration of which he is to receive a certain portion of the amount recovered, is champertous, and cannot be enforced. Where one agrees to obtain evidence for another and is promised a part of the sum recovered for his labors, the contract is void as against public policy.

Contemporaneous Executions—Distribution—Rights of Judgment Creditors.—*Moores et al. v. Peycke et al.*, 62 N. W. Rep. 1072. Where two or more judgments in favor of different plaintiffs against the same debtor are sued out during the same term of court, the money arising from writs of execution issued thereon during or within ten days after the close of the term, if insufficient to satisfy all, must be apportioned *pro rata* among the several creditors.

Defective Sidewalk—Liability of City.—*Jackson v. City of Greenville*, 16 So. Rep. 382 (Miss.). The point in question in this case is whether a person of full age using the sidewalk for the sole purpose of playing with a dog is making such a reasonable use of it as to entitle him to recover damages against the city if he is injured by a defect therein. Was the municipality under any duty to the appellant to keep in repair the sidewalk so that he might safely use it for the purpose of his play with the dog? It